

SECTION 5: SITE CONTROL
(see attached Deed)

PURCHASE AND SALE AGREEMENT

SELLER: Ferry Street Nominee Trust
SELLER'S ADDRESS: 129 College Street, South Hadley, MA 01075
SELLER'S PHONE NUMBER: 413- **CELL:** 413-

BUYER: Rivercrest Condominiums, LLC
BUYER'S ADDRESS: 129 College Street, South Hadley, MA 01075
BUYER'S PHONE NUMBER: 413- **CELL:** 413-

SELLER'S COUNSEL: Edward J. Ryan, Jr., Esq.
ADDRESS: 129 College Street, South Hadley, MA 01075
PHONE NUMBER: 413-536-8891 **FAX:** 413-534-3676

BUYER'S COUNSEL: Edward J. Ryan, Jr., Esq.
ADDRESS: 129 College Street, South Hadley, MA 01075
PHONE NUMBER: 413-536-8891 **FAX:** 413-534-3676

ADDRESS OF PREMISES: 10.831 Acres off Ferry Street,
South Hadley, MA 01075
LEGAL DESCRIPTION: See Hampshire County Land Court
Document #: 12718, Certificate # 373
See Deed marked Exhibit "A"

PURCHASE PRICE: \$ 1.00 and other valuable
consideration
DEPOSIT: \$ 0.00
BALANCE DUE AT CLOSING: \$ 1.00

LENDER: N/A

CLOSING DATE: On or before June 28, 2013
CLOSING TIME: 1:00 P.M.
CLOSING PLACE: at Hampshire County Registry of Deeds

LISTING AGENCY: None
ADDRESS:
PHONE NUMBER: 413- **FAX:** 413-

SELLING AGENCY: None
ADDRESS:
PHONE NUMBER: 413- **FAX:** 413-

The **BUYER** agrees to buy and the **SELLER** agrees to sell the above described premises on the terms and conditions contained in this agreement.

1. TITLE.

Said premises are to be conveyed on or before the closing date as set out above, by a good and sufficient Deed of equal character and covenants as held by the Seller, conveying a good and clear record and marketable title to the same free from all encumbrances, except:

1. Provisions of existing building and local zoning laws, if any;
2. Usual public utilities servicing the premises, if any;
3. Such taxes for the current year as are not due and payable on the date of delivery of such deed;
4. Any liens for municipal assessments and/or orders for which assessments may be made after the date of this Agreement; and
5. Restrictions and easements shown on the attached deed or Rider and others of record, if any, provided that such easements and/or restrictions do not substantially interfere with the use, occupancy and value of the premises for residential purposes.

2. CONSIDERATION.

All sums due from the Buyer are to be paid in cash, certified or bank check, or Massachusetts attorney's trust account check upon delivery and recording of said Deed.

3. PLACE OF PERFORMANCE.

The Deed is to be delivered and the consideration paid at the Hampshire County Registry of Deeds on the closing date as set out above, unless some other place and time should be mutually agreed upon.

4. USE OF MONEY TO CLEAR TITLE.

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said Deed, except discharges from institutional lenders, which need not be

recorded simultaneously, but which shall be recorded no later than 60 days after the date of closing.

5. DEFECTIVE TITLE.

If Seller shall be unable to give title or make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the Deed the premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in such event the time for performance hereof shall be extended for a period not to exceed thirty (30) days or one (1) day prior to the expiration of the Buyers mortgage commitment, whichever is sooner.

6. STANDARDS.

Any title matter which is the subject of a title standard or practice standard of REBA at the time for delivery of the Deed shall be covered by said title or performance standard to the extent applicable.

Seller certifies that he does not know of any title defect that would adversely affect the sale of the premises, nor is he a party to a bankruptcy, foreclosure or "short sale". The Seller states that he is a party to a divorce.

7. CASUALTY LOSS.

In case of any damage to the premises by fire or other casualty and unless the premises shall previously have been restored to its former condition by the Seller, the Buyer may, at the buyer's option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the Seller pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance policies covering such damage, plus an amount equal to any "deductible" under said policies.

8. POSSESSION AND CONDITION OF PREMISES.

Full possession of the said premises free and clear of occupants, except as agreed to in writing by the parties, is to be delivered to the Buyer at the time of the transfer of title.

Other Agreements or Exceptions: **NONE.**

9. ADJUSTMENTS.

Fuels, Real Estate Taxes and Property Taxes (if any) shall be apportioned as of the day of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

10. DEPOSITS.

All deposits made hereunder shall be held by Ryan, Boudreau, Randall, Kirkpatrick & Baker, L.L.P. and shall be duly accounted for at the time of performance of this Agreement or otherwise by the agreement of the parties or by order of a court of competent jurisdiction.

11. MORTGAGE.

N/A - Cash Deal.

12. REALTOR'S/BROKER'S FEE.

The Buyer and the Seller represent that they have not contacted any real estate broker in connection with this transaction and that they were not directed to each other as a result of any services or facilities of any real estate broker. The Buyer agrees to indemnify and hold harmless the Seller and the Seller agrees to indemnify and hold harmless the Buyer from any and all claims for brokerage commission on account of this transaction by any person who established by Court action a right to such a commission arising out of their dealings with each other, provided that both are given the right, at their election, to participate equally with each other in the defense of such claim. The Seller and the Buyer warrant and represent that they do not have a so-called (exclusive brokerage) arrangement with any real estate broker.

13. BUYER'S DEFAULT.

Should the BUYER default in BUYER's obligations under this Agreement, then the BUYER shall be responsible to pay SELLER's damages equal to 5% of the total purchase price, including deposit, and this shall be SELLER's sole remedy, either at law

or in equity, for the BUYER's default under this Agreement.

14. RADON GAS.

As part of the inspection provision set forth in said Home Inspection Clause, Buyer has the opportunity to conduct tests to determine the existence or extent of any radon gas.

15. UNDERGROUND TANKS.

Seller represents to the best of his/her knowledge that there are no underground storage tanks under the dwelling or on the premises except a propane tank which is owned by the Seller.

16. ADDITIONAL DOCUMENTS TO BE SIGNED BY SELLER.

Seller agrees to execute all documents reasonably required by Buyer's Lender, or Lender's counsel, which documents shall include, but not be limited to the following:

RESPA form; FNMA affidavit; IRS 1099 information form; Statement that each party remains liable for correcting adjustments made at closing based on information provided by outside sources; Statement that each party agrees to sign additional documents at or after closing as are reasonably required by Buyer's Lender, or Lender's counsel. All representations shall be to the best of the Seller's knowledge and belief.

17. ADDITIONAL PROVISIONS TO AGREEMENT.

Attached hereto as addendum(s) are any additional provisions which the parties have agreed to, which addendum is incorporated herein and made a part hereof:

None.

18. ADDITIONAL PERTINENT DOCUMENTS TO AGREEMENT.

Attached hereto as Exhibit(s) are any additional documents pertaining to said transaction, which exhibits are incorporated herein and made part hereof.

Exhibit A - Deed

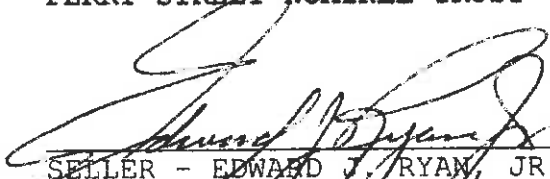
19. GOVERNING LAW AND CONSTRUCTION OF AGREEMENT.

This instrument is to be construed in compliance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer or Seller, their obligations hereunder shall be joint and several. If a corporation is involved as Buyer or nominee, the principals thereof shall be individually liable under the Agreement as guarantor or otherwise. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to the same.

20. BINDING AGREEMENT.

This is a legal document that creates binding obligations. If you do not understand it, consult an attorney before signing.

FERRY STREET NOMINEE TRUST


SELLER - EDWARD J. RYAN, JR., Trustee
RIVERCREST CONDOMINIUMS, LLC

DATE: 12/31/12


BUYER - LEONARD P. MARION, Manager

DATE: 12-31-12



2007 00019573
Bk: 09221Pg: 293 Page: 1 of 4
Recorded: 08/02/2007 11:10 AM

Please Return To:

Ryan, Boudreau, Randall,
Kirkpatrick & Baker, L.L.P.
129 College Street
P.O. Box 190
South Hadley, MA 01075

EXECUTOR'S DEED

KNOW ALL BY THESE PRESENTS

I, HORACE T. BROCKWAY, III, EXECUTOR, of South Hadley,
Massachusetts, under the Power of Sale contained in the will of
Mildred B. Brockway (See Estate of Mildred B. Brockway, Hampshire
Probate Case No. 05P0441EP)

for consideration of THREE HUNDRED FIFTY THOUSAND and 00/100
DOLLARS (\$350,000.00)

grant to FERRY STREET NOMINEE TRUST, whose address is 129 College
Street, South Hadley, Massachusetts

the land situated in South Hadley, Hampshire County,
Massachusetts, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Being a portion of the premises described in the deed of Horace
T. Brockway, Jr. to Horace T. Brockway, Jr. and Mildred Brockway
dated November 29, 1954 and recorded in the Hampshire County
Registry of Deeds in Book 1183, Page 375. The said Horace T.
Brockway, Jr. died on October 7, 1987. See certificate releasing
Massachusetts estate tax lien recorded in said Registry in Book
3306, Page 52.

MASSACHUSETTS EXCISE TAX
Hampshire District ROD #19 001
Date: 08/02/2007 11:10 AM
ctrl# 018910 11019 Doc# 00019573
Fee: \$1,596.00 Cons: \$350,000.00

Locus: 10.831 Acres off Ferry Street, South Hadley, MA 01075